



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code			Dept.		Contract Number	
M	<input type="checkbox"/>	Change			SC		A		
X	<input type="checkbox"/>	Cancel				SHR			
County Department						Dept.	Orgn.	Contractor's License No.	
SHERIFF						SHR	SHR		
County Department Contract Representative						Ph. Ext.		Amount of Contract	
ROBERT W. TREMAINE						(909) 387-3746		\$	
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	Activity	GRC/PROJ/JOB Number		
AAA	SHR	783	100	1010			783		
Commodity Code				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D
Project Name									
Relief Nursing Svcs – RN									

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and
Name

Margarete Kortkamp, R.N.

hereinafter called Contractor

Address

20470 Shoshonee Road

Apple Valley, CA 92307

Phone

Birth Date

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

WHEREAS, the COUNTY, through the Sheriff's Department, operates detention facilities which require the services of Registered Nurses; **AND**

WHEREAS, COUNTY desires to contract with CONTRACTOR for said nursing services; **AND**

WHEREAS, CONTRACTOR is qualified to perform such services:

NOW, THEREFORE, the parties hereto agree as follows:

RESPONSIBILITIES OF THE CONTRACTOR

1. CONTRACTOR shall serve as a Registered Nurse for the Sheriff's Department, Bureau of Detentions and Corrections. CONTRACTOR's duties shall include, but are not limited to, the following:
 - a) Provide professional nursing care to inmates; conduct daily sick call; evaluate patient complaints, examine patients and determine their medical situation; interpret, record, and report conditions of clinical significance.

- b) Dispense over-the-counter medication according to independent determination of patient's need or prescription medication in accordance with institution's standing orders after determination and evaluation of patient's medical condition.
- c) Determine, after detailed evaluation, which patients warrant further examination and refer to appropriate physician, psychiatrist, dentist or clinic.
- d) May conduct follow-up evaluation with patients referred to the Department of Behavioral Health.
- e) Conduct complete physical examination and obtain medical history on incoming inmates, and determine physical condition for purpose of work assignment or other activity.
- f) Respond to emergency and sick calls throughout the facility.
- g) Supervise inmates in the medical clinic areas.
- h) Prepare reports and maintain records; document all medical encounters in the inmate's medical record.
- i) Collect specimens for diagnostic testing as ordered by the facility physician.

CONDITIONS OF EMPLOYMENT

- 2. CONTRACTOR will be under the professional and administrative supervision of the Sheriff of San Bernardino County or his authorized designee. The Sheriff, or his duly authorized designee, will determine the number of hours per week that the CONTRACTOR will render services to the Detentions and Corrections Bureau.
- 3. As a condition of employment, the CONTRACTOR does hereby agree to follow and uphold the Conflict of Interest Policy of the COUNTY's Personnel Rules as follows:

"No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of the California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County Employment."

TERMS OF AGREEMENT

- 4. The COUNTY agrees to:
 - a) Furnish general liability and professional liability insurance coverage for the CONTRACTOR while the CONTRACTOR is working at the detention facilities.
 - b) Furnish Worker's Compensation coverage in an amount and under such terms as required by the California Labor Code for hours actually worked under this contract.

- c) Make available to the CONTRACTOR the rules, regulations, and nursing policies of the Sheriff's Department and COUNTY, and to orient and acquaint the CONTRACTOR with the Sheriff's and COUNTY's rules, regulations, and policies.
- d) Establish qualifications and nursing standards for the CONTRACTOR, which are as follows:
 - Minimum of two (2) years of registered nursing experience.
 - Possess of a valid Registered Nurse license issued by the State of California.
 - Possess of a current Basic Life Support Certificate.
- e) Establish the work shifts which will be listed below or such other work shifts as may be mutually agreed upon by CONTRACTOR and COUNTY:

Day Shift - 0730 to 1600 or 0730 - 2000
Evening Shift - 1530 to 0000
Night Shift - 2330 to 0800 or 1930 - 0800

Variable shift as determined by the nursing supervisor.

- f) COUNTY may cancel any shift assigned to CONTRACTOR prior to the beginning of the shift. CONTRACTOR shall ensure that a telephone number is on file with COUNTY.
5. CONTRACTOR represents and warrants the following: (1) CONTRACTOR has possession of a valid Registered Nurse license issued by the State of California and a Basic Life Support Certificate; (2) CONTRACTOR shall maintain the validity of such licenses/certificates during the course of this contract; and (3) CONTRACTOR has a minimum of two years Registered Nursing experience.
6. Furthermore, CONTRACTOR agrees to:
- a) Abide by all COUNTY and Sheriff's Department rules, regulations, and policies; and perform work as assigned according to established standards and pursuant to COUNTY supervision and direction.
 - b) Work a minimum of 32 hours per calendar month. Said work hours are a minimum obligation, and shall be worked regardless of any other hours worked during the month. Nothing in this paragraph is intended to limit either party's rights as specified elsewhere in this contract. This minimum work requirement is in no way intended to constitute a guarantee of minimum work hours per month and may be waived in the event COUNTY does not require the services of the CONTRACTOR in any given calendar month.
 - c) In the event CONTRACTOR cannot work a shift as assigned by COUNTY, CONTRACTOR must provide COUNTY with the valid reason(s) for not being available for work on said shift. Verification of the stated reason(s) may be requested by COUNTY. Notification of no less than four (4) hours prior to the beginning of assigned shift is required.

COMPENSATION

7. CONTRACTOR shall be compensated at the hourly rates shown in Attachment "A" for each hour worked for the COUNTY.
8. Where medical urgency requires the CONTRACTOR to work in excess of their regularly assigned shift, the reimbursement rate shall be at one and one-half (1 1/2) times the hourly base rate shown in Attachment "A" for such excess hours above their regularly assigned shift. CONTRACTOR shall be paid at one and one-half (1 1/2) times the base hourly rate for hours over forty (40) hours per workweek. The work period for application of the preceding sentence shall begin at 0800 hours of each Saturday and end at 0759 hours the following Saturday.
9. For hours worked on the following holidays, the reimbursement rate shall be at one and one-half (1 1/2) times the base hourly shift rate shown in Attachment "A":

Day Before New Year's
Thanksgiving Day
Christmas Day

New Years Day
Day before Christmas

- a) CONTRACTOR agrees to work at least one (1) of the holidays listed. Time worked on these holidays cannot be considered as hours worked for purposes of computing overtime.
 - b) Holiday hours for the purpose of this contract will begin with the night shift the day before the holiday and end with the evening shift of the day of the holiday.
10. CONTRACTOR shall be paid bi-weekly for hours actually worked, according to procedures established by COUNTY.
11. CONTRACTOR shall participate in COUNTY's PST Deferred Compensation Plan, in lieu of participation in any other retirement plan, program, or benefit. CONTRACTOR shall contribute five percent (5%) of the CONTRACTOR's gross earnings and COUNTY shall contribute two and one-half percent (2.5%) of CONTRACTOR's maximum covered wages for Social Security purposes. CONTRACTOR shall enroll in the plan on forms approved by the Human Resources Division Chief, Employee Benefits and Services.
12. In addition to mandatory participation in the PST Deferred Compensation Plan, CONTRACTOR shall be eligible to participate in COUNTY's 457 Deferred Compensation Plan in the same manner as regular COUNTY employees.
13. The CONTRACTOR shall only receive the compensation and benefits specifically set forth in this contract.

USE OF PRIVATE AND/OR COUNTY VEHICLE

14. If services to be performed under this contract require CONTRACTOR to drive a vehicle, CONTRACTOR must possess a valid California driver's license at all times during the performance of this contract. In order for the CONTRACTOR to use any COUNTY-owned vehicle during the performance of this contract, CONTRACTOR agrees to allow COUNTY to obtain a Department of Motor Vehicles report of CONTRACTOR's driving record. If such report discloses that CONTRACTOR has an unsafe driving record, in the opinion of the COUNTY Risk Manager, CONTRACTOR may be prohibited from using any COUNTY-owned vehicle.

15. In order for CONTRACTOR to be able to use a private vehicle during the performance of this contract, CONTRACTOR must provide vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:
- Fifteen Thousand Dollars (\$15,000) for a single injury or death;
 - Thirty Thousand Dollars (\$30,000) for multiple injury or death;
 - Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this contract, pursuant to Paragraph 17.

16. If use of a private vehicle is required to perform assigned tasks, CONTRACTOR will be reimbursed for COUNTY business mileage at rates applicable to COUNTY employees. The Sheriff, or his designee, shall decide whether a COUNTY vehicle is used by CONTRACTOR for COUNTY business or whether CONTRACTOR shall be reimbursed for necessary mileage on COUNTY business.

TERM AND TERMINATION

17. This contract shall become effective on September 11, 1999, and will terminate only as hereinafter provided. Notwithstanding the foregoing, this contract may be terminated at any time by either party, with or without cause, upon written notice given to the other party at least fourteen (14) days prior to the date specified for termination.

NOTICES

18. Any notice required under this contract shall be deemed given when personally delivered or deposited in the U.S. mail, certified, postage prepaid, addressed as follows:

CONTRACTOR: Margarete Kortkamp
 20470 Shoshonee Road
 Apple Valley, CA 92307

COUNTY: San Bernardino County Sheriff's Department
 Bureau of Administration/Contracts Unit
 P.O. Box 569
 San Bernardino, CA 92402-0569

EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY

19. The Sheriff of San Bernardino County shall have the right to exercise the COUNTY's rights and authority under this contract, including the right to give notice of termination of this contract, at his sole discretion.

FULL UNDERSTANDING

20. This contract represents the full and complete understanding of the parties and supersedes all prior oral and written agreements or understandings between the parties. Any amendment to this contract shall be in writing, signed by both parties.

COUNTY OF SAN BERNARDINO

►
Jon D. Mikels, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Margarete Kortkamp

(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Margarete Kortkamp
(Print or type name of person signing contract)

Title Registered Nurse
(Print or Type)

Dated: _____

Address 20470 Shoshonee Road
Apple Valley, CA 92307

Approved as to Legal Form

►
County Counsel, by W. Andrew Hartzell, Deputy

Date _____

Reviewed by Contract Compliance

►

Date _____

Reviewed for Processing

►
Agency Administrator/CAO

Date _____

ATTACHMENT “A”

COMPENSATION RATES

DAYS	- \$30.00
EVENINGS	- \$31.25
NIGHTS	- \$32.10